

A.G. Contract No. KR95-1443-TRN
ECS File: JPA 95-97
Project: S-366-536
TRACS: 89A CN 372 H 3725 01C
Section: 89A, Southwest Dr.-
Andante Dr.

**INTERGOVERNMENTAL AGREEMENT
LANDSCAPE MAINTENANCE
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF SEDONA**

THIS AGREEMENT is entered into 24 AUGUST, 1995,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended,
between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF
TRANSPORTATION (the "State") and the CITY OF SEDONA, acting by and through its
Mayor and Council (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution/ordinance, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. It is to the mutual advantage of the State and the City to landscape certain areas within the right of way on U.S. 89A at the following location.

From centerline roadway station 973+00 at Southwest Drive to
centerline roadway station 989+00 at Andante Drive, a net distance of
approximately 0.30 miles.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. <u>20052</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>08/24/95</u>
<u>James H. Hull</u> Secretary of State
By <u>Wicky L. Greenwald</u>

II. SCOPE OF WORK

1. The State will prepare landscape architectural plans for the landscaping and irrigation project and submit them to the City for concurrence.

2. After City concurrence of the plans, the project will be constructed by the State, using State funds. Upon completion of the work the City shall reimburse the State twenty five percent (25%) of the landscape contract cost.

3. The City shall furnish and install necessary water services from water mains to the designated locations within the right of way at the State's expense.

4. The City shall furnish all water for landscape installation during the construction phase, and all water thereafter necessary to properly maintain the landscape, all at City expense.

5. After construction, the City shall maintain the irrigation system including all testing, adjusting, repairing and operation of the irrigation system, and shall furnish all electrical power necessary to operate the irrigation system.

6. The City hereby agrees to maintain the landscaping. Maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, and established at the completion of the project. The City will not make any changes, additions or deletions without written approval of the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Traffic Control Manual."

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon the giving of 60 days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said landscaping.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Room 293E/MD 616E
Phoenix, AZ 85007

City of Sedona
Community Service Director
Box 30002
Sedona, AZ 86339

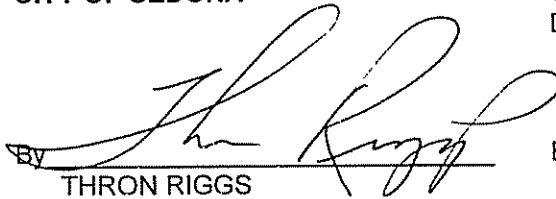
7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

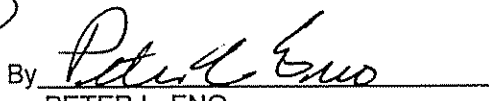
CITY OF SEDONA

STATE OF ARIZONA

Department of Transportation

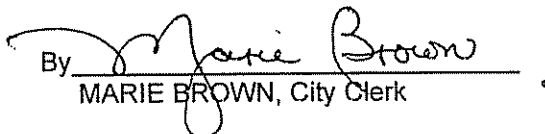
By 

THON RIGGS
Mayor

By 

PETER L. ENO
Contract Administrator

Attest:

By 


MARIE BROWN, City Clerk

27JUN95
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RESOLUTION

BE IT RESOLVED on this 11th day of July 1995, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Sedona for the purpose of defining responsibilities for the maintenance of landscaping improvements to US-89A, Southwest Drive to Anadante Drive in the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.


for LARRY S. BONINE
Director

RESOLUTION NO. 95- 25

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SEDONA, ARIZONA, PROVIDING FOR AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR LANDSCAPE INSTALLATION AND MAINTENANCE ON U.S. 89A FROM SOUTHWEST DRIVE TO ANDANTE DRIVE; AND PROVIDING FOR AUTHORIZATION FOR THE MAYOR TO EXECUTE SAID AGREEMENT.

WHEREAS:

In the past the City entered into an Intergovernmental Agreement with the Arizona Department of Transportation for Phase I of a landscaping project on U.S. 89 A; and

The City of Sedona and the Arizona Department of Arizona are now prepared to commence Phase II of the landscaping project on U.S. 89A which shall provide for a extensive landscaping and irrigation; and

It serves the general welfare of the residents of the City of Sedona to enter into an Intergovernmental Agreement with the Arizona Department of Transportation for this landscaping and irrigation project;

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF SEDONA, ARIZONA, as follows:

Section 1.

Authorization is hereby granted to enter into an Intergovernmental Agreement between the State of Arizona and the City of Sedona for installation of landscaping and irrigation on U.S. 89A from Southwest Drive to Andante Drive.

Section 2.

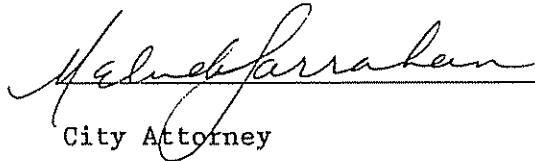
The Mayor is hereby authorized to execute said Intergovernmental Agreement.

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona, this 8th day of August, 1995.

APPROVAL OF THE SEDONA CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF SEDONA and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 8th day of August, 1995.



City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR95-1443-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 18th day of August, 1995.

GRANT WOODS
Attorney General

A handwritten signature in dark ink, appearing to read "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8918G/59